

Appendix D to DIR Contract No. DIR-TSO-2534 IT Research and Advisory Subscription Services

Service Agreement

Program Terms

These Program Terms constitute an agreement between CEB and Customer regarding the terms and conditions that apply to the use of a CEB program, except to the extent superseded by DIR Contract No. DIR-TSO-2534.

Definitions

"Benchmarking Data" is data received, collected, analyzed, and maintained by CEB, which may include survey data and other information received from member companies and public information.

"CEB" is The Corporate Executive Board Company, a Delaware corporation and the leading member-based advisory company. By combining the best practices of thousands of member companies with our advanced research methodologies and human capital analytics, we equip senior leaders and their teams with insight and actionable solutions to transform operations. CEB offers comprehensive data analysis, research and advisory services that align to executive leadership roles and empower clients to focus efforts, move quickly, and address emerging and recurring business challenges with confidence.

"CUSTOMER" is an entity that subscribes to a CEB program.

"Confidential Information" means, to the extent allowable under the Texas Public Information Act, information furnished by CEB or CUSTOMER identified as confidential, proprietary and/or trade secret information at the time of disclosure including, but not limited to, business information; financial information; marketing techniques and materials; business plans and strategies; business operation and systems; information concerning employees, customers, and/or vendors; discoveries; improvements; research; development; know-how; designs; products and services; opportunities; methods and procedures; equipment, physical materials and manufacturing processes.

"Customized Program Materials" are certain final Program Materials delivered only to CUSTOMER that are specifically customized for CUSTOMER and for no other entity or purpose and the final Program Materials incorporate CUSTOMER Confidential Information other than as described below under Benchmarking Research.

"Program Materials" are program-specific and may consist of publications, surveys, websites, and other materials and services prepared by CEB, including portions thereof. CEB reserves the right to update, replace, delete or modify Program Materials from time to time at its discretion.

"Personal Information" means any data or information relating to an identified or, when used in combination with other information, identifiable individual.

Intellectual Property

During the term of CUSTOMER's agreement with CEB and so long as CUSTOMER is complying with its obligations, CUSTOMER has a non-exclusive, royalty-free, worldwide, revocable, non-transferable, and non-assignable license to use, reproduce, and distribute Program Materials for CUSTOMER's internal business purposes only. CUSTOMER

agrees to not license, sublicense, sell, transfer, assign, distribute, enable for access via the Internet or perform or display any Program Materials or any portion of any Program Materials for any third party without the prior written consent of CEB.

CUSTOMER acknowledges and agrees that CEB owns all copyright, trademark, trade secret, patent, and all other proprietary rights in all Program Materials (and all derivatives thereof) (including that CEB owns a copyright in the selection, coordination, arrangement, and enhancements of such proprietary information, as well as the content original to it) and that CUSTOMER has no right or interest in any of the foregoing property (or any derivatives thereof) beyond the license above.

During the term of CUSTOMER's agreement with CEB, CEB may provide certain services that deliver Customized Program Materials. CEB intellectual property, including, but not limited to copyrights, trademarks, trade secrets, data, insights and analysis (collectively, "CEB IP"), will be incorporated into Customized Program Materials. Upon full and final payment of any fees, CUSTOMER shall have ownership of the Customized Program Materials subject to the following agreements: (i) CEB retains ownership of all CEB IP incorporated into such Customized Program Materials, (ii) CUSTOMER agrees to use Customized Program Materials for internal business purposes only and not to license, sublicense, sell, transfer, assign, distribute, enable for access via the Internet or perform or display the same, for any third party without the prior written consent of CEB; and (iii) to the extent the Customized Program Materials do not contain CUSTOMER Confidential Information, CUSTOMER grants CEB a non-exclusive, royalty-free, worldwide, freely assignable and transferable, license to use the Customized Program Materials. Such license includes, without limitation, the right to execute, display, perform, sublicense, distribute (internally and externally), prepare derivative works based upon, copy, and use such Customized Program Materials with the further understanding and agreement that any derivative works prepared or created by CEB shall be owned by CEB.

In the event CUSTOMER provides Personal Information to CEB, CUSTOMER represents and warrants that it has obtained all necessary consents, approvals, and authorizations to provide Personal Information to CEB, and it is not violating any data protection, privacy, or other applicable laws, rules, or regulations, or the rights of any individual or entity, by providing such Personal Information to CEB.

CUSTOMER agrees to abide by any instructions or restrictions placed by CEB upon the use of any Program Materials or Customized Program Materials containing Personal Information necessary to ensure CEB complies with any applicable data protection and privacy laws.

Research and Benchmarking

Other Terms and Conditions

CUSTOMER and CEB indemnification, infringement and liability of loss shall be in accordance to Appendix A, Section 9 of DIR Contract No. DIR-TSO-2534. Except as otherwise provided in these Program terms or agreed between CUSTOMER and CEB in writing, each party agrees to use Confidential Information of the other Party solely in connection with the disclosing party's relationship with the receiving party and will not disclose such Confidential Information to any third party without the disclosing party's prior written consent. Each party shall maintain Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information, but in no event less than a reasonable degree of care. CEB shall be allowed to disclose Confidential Information to consultants or vendors who are necessary to provide services to CUSTOMER provided that they are bound by confidentiality obligations at least as restrictive as those contained in these Program Terms.

Notwithstanding anything contained in these Program Terms to the contrary, the receiving party shall be permitted to disclose Confidential Information if, and to the extent, such disclosure is required to be made pursuant to governmental authority, law, regulations, rules or valid subpoena, other administrative or legal process or court order, in which event the receiving party shall, to the extent permissible, provide prior notice of such requirement. Confidential Information shall not include, and the obligations herein shall not apply to, information that is (i) already known to the receiving party without an obligation of confidentiality at the time of disclosure and was not acquired directly or indirectly from the disclosing party, (ii) publicly known or becomes publicly known through no wrongful act of the receiving party, (iii) rightfully received from a third party without restriction and without breach of an agreement, (iv) furnished to a third party by the disclosing party without a similar restriction on the third party's rights, (v) approved for release by written authorization of the disclosing party or (vi) developed independently by the receiving party without reference to the Confidential Information acquired from the disclosing party.

CEB will not use CUSTOMER's name and logo for any other purpose without CUSTOMER's consent.

CEB disclaims, to the extent permitted by applicable law, all warranties for its Program Materials, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. CEB does not warrant or guarantee that CUSTOMER will realize any results by virtue of the use of Program Materials or services.

CEB and CUSTOMER shall not give money or anything of value or make any offers or promises to pay money or anything of value — either directly or indirectly, through another person or entity — to (i) any government official, (ii) any political party, (iii) any political party official, or (iv) any candidate for political office ("Recipient") in order to (a) influence any act or decision of the Recipient in his official capacity, (b) induce the Recipient to do or fail to do any act in violation of the Recipient's lawful duty, (c) secure any improper advantage, or (d) induce such Recipient to use his influence with a government or government instrumentality to affect or influence any act or decision of a government or government instrumentality in order to assist CEB or CUSTOMER in obtaining or retaining business for or with, or directing business or an improper advantage to, CEB, CUSTOMER or any person. CEB and CUSTOMER shall comply with all applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act.

CEB and CUSTOMER recognize that certain programs, services and derivatives thereof may be subject to export control and sanctions laws of the United States and other jurisdictions. CUSTOMER represents that it is not named on any U.S. government restricted party list, does not own or control any such party or is not owned or controlled by any such party. CUSTOMER agrees it shall not, directly or indirectly, provide programs or services or access to programs or services to any person in a U.S.-sanctioned country (currently Cuba, Iran, North Korea, Sudan or Syria) or in a manner that otherwise violates applicable U.S. export control and sanctions laws.

These Program Terms shall be construed in accordance with, the laws of the State of Texas. Exclusive venue shall be in the State district courts in Travis County, Texas to resolve disputes hereunder. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

Nothing in these Program Terms shall create or be deemed to create any third party beneficiary rights in any person not a party to these Program Terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

Updated as of October 1, 2012